



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

City of Long Beach

Request for Proposals Number DV18-052 for Purchase and Development Opportunity at Magnolia Avenue/17th Street/Pacific Coast Highway

Release Date:	12/18/2017
Questions Due to the City:	01/11/2018
Posting of the Q & A:	01/18/2018
Due Date:	02/05/2018

City Contact: *Regina Benavides* *Buyer II* *562-570-7062*

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2016 0919



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

TABLE OF CONTENTS

1.	OVERVIEW OF PROJECT	3
2.	ACRONYMS/DEFINITIONS.....	4
3.	SCOPE OF PROJECT.....	6
4.	SUBMITTAL INSTRUCTIONS.....	10
5.	PROPOSAL EVALUATION AND AWARD PROCESS	12
6.	PROTEST PROCEDURES	13
7.	PROJECT SPECIFICATIONS	14
8.	WARRANTY/MAINTENANCE AND SERVICE	16
9.	COMPANY BACKGROUND AND REFERENCES.....	16
10.	COST	18
11.	BONDS	18
12.	ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE	18
13.	TERMS, CONDITIONS AND EXCEPTIONS	18

EXHIBITS

EXHIBIT 1	PROJECT SITE
EXHIBIT 2	DEVELOPMENT IMPACT FEE NOTICE AND ACKNOWLEDGEMENT

ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE (EBO) COMPLIANCE FORMS



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

1. **OVERVIEW OF PROJECT**

The Long Beach Community Investment Company (LBCIC) is a California non-profit public benefit corporation established by the City of Long Beach (City). The LBCIC's mission includes the promotion of safe and livable neighborhoods by developing and preserving decent, safe, and quality affordable housing for low- and moderate-income residents of Long Beach. The LBCIC is governed by a Board of Directors comprised of seven members appointed by the Mayor and confirmed by the City Council.

The LBCIC, through the City's Purchasing Division, invites interested parties to tender a Proposal for the purchase and development of the properties located at 469 W. 17th St., 1720-1770 Magnolia Ave., and 469 W. Pacific Coast Hwy, collectively defined as the "Site". A Site Map is included as **Exhibit 1**. The Site represents an opportunity to develop affordable rental or for-sale housing in a moderate-density residential neighborhood abutting general industrial uses.

The purpose of this RFP is to solicit proposals from qualified Buyer/Developers. Respondents must demonstrate superior experience, financial stability, and organizational resources to purchase and develop the Site with an architecturally significant, affordable residential rental or for-sale project appropriate to its urban setting. Buyer/Developers will be required to maximize the leveraging of available federal, state, and private funding to construct a project. The LBCIC is not offering funding for the development of the site.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

2. **ACRONYMS/DEFINITIONS**

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Buyer/Developer	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Buyer/ Developer	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Department of Development Services.
Development Team Member	Any firm or firms contractually affiliated with the Buyer/Developer for purposes of this Project.
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Buyer/Developer.
HCD	California Department of Housing and Community Development.
H&SC	California Health and Safety Code.
LBCIC	Long Beach Community Investment Company.
LEED	Leadership in Energy and Environmental Design.
May	Indicates something that is not mandatory but permissible.
Median	Los Angeles County median income.
PEIR	Program Environmental Impact Report.
Plan	Midtown Specific Plan.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Should	Indicates something that is recommended but not mandatory. If the Buyer/Developer fails to provide recommended information, the City may, at its sole option, ask the Buyer/Developer to provide the information or evaluate the proposal without the information.
Site	460 W. 17 th Street., 1720-1770 Magnolia Avenue, 469 W. Pacific Coast Highway
Subcontractor	Third party not directly employed by the Buyer/Developer who will provide services identified in this RFP.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

3. **SCOPE OF PROJECT**

The Site is located in Central Long Beach at the northwest corner of the Washington School neighborhood, and includes ten parcels totaling approximately 37,900 square feet. It is zoned R-4-N (High-Density, Multi-Family Residential) and CHW (Regional Highway District). The entire Site, acquired with former redevelopment housing set-aside funds, has been cleared and is ready for development. Sustainable and energy-efficient building standards are required, and the City's Green Building Policy must be followed. Additional planning and zoning information, as well as the City's Green Building Policy, can be found on the City's website at <http://www.lbds.info/planning/default.asp>.

Consistent with the mission of the LBCIC, the goal of this solicitation is to develop new neighborhood-appropriate, affordable rental or for-sale housing for low and/or moderate-income households earning between 50% and 120% of the Area Median Income. Senior-only projects will not be considered. Priority will be given to family housing.

HOUSEHOLD INCOME STANDARDS

The maximum household incomes for low-income (up to 80% of AMI) and moderate-income households (up to 120% of AMI) are presented in Table A. These household income standards are applicable as of June 2017, and are adjusted annually by the California Department of Housing and Community Development (HCD).

Table A. Household Income Standards

Household Size	Low Income	Moderate Income
1	\$50,500	\$54,450
2	\$57,700	\$62,200
3	\$64,900	\$70,000
4	\$72,100	\$77,750
5	\$77,900	\$83,950
6	\$83,650	\$90,200
7	\$89,450	\$96,400
8	\$95,200	\$102,650

Source:

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/inc2k17.pdf>

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

AFFORDABLE HOUSING COST CALCULATIONS

State CRA law establishes maximum allowable rent levels for low- and moderate-income households. As of June 2017, the maximum gross rents are presented Table B-1.

Table B-1. Maximum Allowable Rents - Redevelopment

Number of Bedrooms	Low Income	Moderate Income
Single	\$680	\$1,247
One	\$778	\$1,426
Two	\$875	\$1,603
Three	\$972	\$1,782
Four	\$1,050	\$1,925
Five	\$1,127	\$2,067

Source: <http://www.treasurer.ca.gov/ctcac/2017/supplemental.asp>

If the Awarded Buyer/Development seeks to pursue Federal Low-Income Housing Tax Credit (LIHTC) funding, maximum allowable rents as of June 2017 are provided in Table B-2.

Table B-2. Max. Allowable Rents – Federal Tax Credits

Number of Bedrooms	Low Income	Moderate Income
Single	\$680	\$1,247
One	\$729	\$1,337
Two	\$875	\$1,603
Three	\$1,011	\$1,854
Four	\$1,127	\$2,067
Five	\$1,244	\$2,281

Source: <http://www.treasurer.ca.gov/ctcac/2017/supplemental.asp>

The City/LBCIC will update the household income standards and the gross affordable rents each year when the information is published by HCD. The Awarded Buyer/Development will be required to meet these standards. In addition, utility allowances must be deducted from the gross affordable rents. The Housing Authority of the City of Long Beach publishes utility allowances schedules for the City of Long Beach, which can be found at <http://www.longbeach.gov/haclb/owners-and-agents/utility-allowance-schedule/>.

INCOME AND AFFORDABILITY COVENANTS

For any project that receives Housing Funds, H&SC Section 33334.2a (b) (3) requires the income and affordability covenants to remain in place for a minimum 55-year term for rental projects. For-sale projects will be subject to a 45-year term.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

AFFORDABLE HOUSING MONITORING FEE

The LBCIC will be imposing a \$150-per-unit, annual monitoring fee on any rental project that receives an award of Housing Funds. For-sale projects are exempt from this fee.

DEVELOPER IMPACT FEE WAIVERS

The City provides exemptions for affordable housing projects from Parks and Recreation, Transportation, Fire Facilities, and Police Facilities Impact Fees per Long Beach Municipal Code Sections 18.17.130.B.2, 18.18.120.B, 18.23.110.A.5, and 18.22.110.A.5. The value of these fee waivers shall be calculated (use Exhibit 2 - Development Impact Fee Notice and Acknowledgement Form) and be included as a local (City) source of funds on the development pro forma.

BUYER/DEVELOPER RESPONSIBILITIES

While the exact nature of Buyer/Developer responsibilities will be subject to further negotiation, the selected Buyer/Developer must accept the following obligations:

- Purchase the Site in an “as is” condition for fair market value. The Buyer/Developer will be expected to examine the location, physical conditions, and surroundings of the site.
- It is expected that the acquisition payment will be paid to the LBCIC prior to or at construction financing closing.
- Provide insurance as required by the City’s Risk Manager.
- Identify and maximize the leveraging of project funding from federal, state, and private sources.
- Negotiate and execute a Disposition and Development Agreement, or similar agreement, with the LBCIC.
- Comply with all City of Long Beach Development Services Department and California Environmental Quality Act requirements.
- Design and develop a high-quality, affordable rental-housing project, in compliance with all applicable requirements.
- Comply with the City’s Green Building Policy that mandates the inclusion of sustainability elements for private development. This information can be found at the following website: http://www.lbds.info/planning/advance_planning/green_building/default.asp.
- Pay all development fees as determined by the City of Long Beach. Fee information can be found at this website: http://www.lbds.info/home_page/fee_schedules.asp.
- Comply with the Long Beach Municipal Code Chapter 18.74 – Low Impact Development Standards:
https://library.municode.com/ca/long_beach/codes/municipal_code?nodeId=TIT18LOBE_BUSTCO_CH18.74LOIMDEST
- Construct necessary on-site improvements to the project, including, but not limited to new paving, fencing, screening, and landscaping as required by the City.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- Perform required off-site improvements, including but not limited to street trees, sidewalks, and curbs.
- Comply with the City's Section 3 requirements and any applicable prevailing wage laws.

MINIMUM QUALIFICATIONS

The City will accept responses from entities or a combination of entities with a proven track record in the development of high quality affordable rental or for-sale housing. Buyer/Developers may include, but are not limited to, private corporations, for-profit developers, and non-profit developers. Development Team Members may include, but are not limited to, any legal, financial, construction, and development entities formed for the Project. Buyer/Developers and Development Team Members must be clearly identified, and must provide a description of their legal and financial responsibilities as part of the submittal package. Responses from entities that do not have a proven track record in the development of quality affordable rental housing will be rejected.

The developer should have the following qualifications:

- Extensive experience developing high quality service-enriched housing.
- Extensive experience with the operation and management of affordable housing.
- Experience working with diverse/multicultural businesses, business associations, community organizations, and/or neighborhood groups in accomplishing projects.
- Experience working with public agencies to implement projects.

Experience working on projects that incorporate sustainable construction or operations, such as Leadership in Energy and Environmental Design (LEED) certification.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

4. **SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to rftpurchasing@longbeach.gov by 11:00 a.m. (PT) on 1/11/18. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

4.2 **RFP Timeline (times indicated are Pacific Time)**

<i>TASK</i>	<i>DATE/TIME</i>
Deadline for submitting questions	1/11/18 by 4:00 p.m. (PT)
Answers to all questions submitted available	1/18/18 by 4:00 p.m. (PT)
Deadline for submission of proposals	2/5/18 by 11:00 a.m. (PT)
Evaluation period	February to April 2018
Selection of Buyer/Developer	April to May 2018

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Buyer/Developers.

4.3 **Method of Submission**

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 Proposals must be received by 11:00 a.m. (PT) on 2/5/18. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Buyer/Developers may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Buyer/Developer. Buyer/Developers shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

4.11 Proposals shall remain valid for a period of **180 days** after the deadline for submission of proposals.

4.12 **A responsive proposal will include the following completed documents:**

- Narrative/technical Proposal
- Cost Proposal
- Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
- Attachment C – Statement of Non-Collusion, signed and dated
- Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
- Attachment E – Contractor's W-9 and completed Vendor Application Form
- Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
- Attachment G – Completed, signed and dated Equal Benefits Ordinance (EBO) Form.
- Addenda (if applicable)

5. PROPOSAL EVALUATION AND AWARD PROCESS

A four-step process will be used to identify the most qualified and compatible Buyer/Developer. Staff will conduct an initial review of proposals for completeness. Proposals which do not meet the minimum requirements will be rejected. Proposals which meet the minimum requirements will be evaluated by an evaluation committee established specifically for review of this RFP. The proposals will be ranked by the evaluation committee, and a short list of the most qualified development teams will be invited to present their proposal in person before the evaluation committee. The successful Buyer/Developer will be recommended for selection to the LBCIC Board of Directors, who will consider approval of the successful proposal.

5.1 Proposals shall be consistently evaluated based upon the following criteria:

- 5.1.1 Scope of proposed development;
- 5.1.2 Demonstrated experience in development of affordable housing;
- 5.1.3 Demonstrated experience in development/management of similar projects;
- 5.1.4 Financial stability of Buyer/Developer and Development Team Members and evidence of financial capability to develop the project;
- 5.1.5 Proposed number of jobs created as a result of the development;
- 5.1.6 Demonstrated capability to plan and construct development projects in a timely fashion;
- 5.1.7 Demonstrated capability to maintain real property and to adhere to applicable codes, ordinances, and covenants; and
- 5.1.8 Inclusion of sustainability/green building elements.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- 5.2 Proposals shall be kept confidential until staff proposes to award.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Buyer/Developer to clarify any response; contact any current users of a Buyer/Developer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Buyer/Developers.
- 5.5 Selected Buyer/Developer(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Buyer/Developers unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Buyer/Developer or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Buyer/Developer profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

7. **SUBMITTAL REQUIREMENTS**

7.1 Organization - Identify the Buyer/Developer and provide a brief description of the firm, including the following information:

- 7.1.1 Number of years in business.
- 7.1.2 Organizational structure (corporation, partnership, etc.). Indicate any relationship the Buyer/Developer may have with a parent corporation, subsidiaries, joint ventures, or other entities.
- 7.1.3 Identify the Development Team Members and include a resume of key staff members who will be working on the proposed project.
- 7.1.4 Identify property management experience.
- 7.1.5 Identify development project experience similar to what is required through this solicitation.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- 7.2 Ownership Interest - If the Buyer/Developer or any team member has any ownership interest in real property near the development Site, the proposal should disclose the nature of the interest(s) and how they will enhance the proposed project.
- 7.3 Development Proposal – The proposal should include a narrative section in addition to the requested preliminary/conceptual site plan with elevations. The following items need to be specifically addressed:
 - 7.3.1 Clearly identify and substantiate the land purchase price being offered to the LBCIC for the Site. Describe in narrative form, in no more than two pages, the development concept for the use of the Site.
 - 7.3.2 Describe how the project will enhance the neighborhood and how parking will be accommodated.
 - 7.3.3 Include a black and white site plan showing land uses, square footage, building location, landscaping, curb cuts, appropriate setbacks, screening and dimensions. A color elevation showing the entire frontage on Magnolia Avenue from 17th Street to Pacific Coast Highway of the Site is required.
 - 7.3.4 Indicate preliminary parking count and placement compared with the City's parking requirements.
 - 7.3.5 Identify any sustainable building design features proposed, including any considered innovative.
 - 7.3.6 Indicate the total number and type of temporary and permanent jobs that will be created by the proposed development.
- 7.4 Experience – Please provide descriptions for all relevant recent projects completed by the Buyer/Developer that are representative of the type of project being proposed (minimum of three examples MUST be provided). For each project, please include:
 - 7.4.1 Project name, location and date completed.
 - 7.4.2 Project size (number of units, and amenities).
 - 7.4.3 Project financing. Client and/or public agency contact information.
 - 7.4.4 Three-dimensional color design rendering of final project design.
- 7.5 References – Please provide references, including telephone numbers and email addresses, for individuals who can provide information related to the following items:
 - 7.5.1 Financial capacity – Identify at least two (2) contacts that have provided the Buyer/Developer with financing of the magnitude required for the proposed project.
 - 7.5.2 General – Identify individuals involved in transactions recently completed by the Buyer/Developer. It would be particularly useful to be provided with governmental contacts that have undertaken transactions with the team.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

9. **COMPANY BACKGROUND AND REFERENCES**

9.1 Primary Buyer/Developer Information

Buyer/Developers must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Buyer/Developer must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Buyer/Developer's point of contact for a contract resulting from this RFP.
- Company background/history and why Buyer/Developer is qualified to provide the services described in this RFP.
- Length of time Buyer/Developer has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
 - a) Financial Statement or Annual Report;
 - b) Business tax return;
 - c) Statement of income and related earnings;
 - d) Statement of Changes in financial position;
 - e) Letter from the proposer's banking institution;
 - f) Statement from a certified public accounting firm.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Buyer/Developer must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Buyer/Developer as primary Buyer/Developer.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Buyer/Developer provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary Buyer/Developer shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.3 References

Buyer/Developers should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name, telephone number, and email address.

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.

10. COST

10.1 Project Financing – the response to this RFP shall include the following information with respect to the Buyer/Developer and members of the team:

10.1.1 The proposal shall include the land purchase price offer, and a detailed description of the proposed financing structure for the project. Include source(s) of equity, and construction and permanent sources of financing.

10.1.2 Please provide a detailed project pro forma. The pro forma must include all development costs, operating costs, proposed funding sources, and a minimum 30-year cash flow. The pro forma shall also contain the LBCIC's current annual monitoring fee of \$140 per unit, which may be adjusted annually by the City's fee schedule, in the project's operating budget.

10.1.3 Buyer/Developer financial statements for the last three (3) consecutive years.

11. BONDS

Not Applicable.

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Not Applicable.

13. TERMS, CONDITIONS AND EXCEPTIONS

13.1 Upon selection of a Buyer/Developer, Long Beach Community Investment Company will enter into an Exclusive Negotiating Agreement during which the terms are developed for a Disposition and Development Agreement.

13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.

13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.

13.4 The City reserves the right to reject any or all proposals received prior to contract award.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Buyer/Developers.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Buyer/Developer's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Buyer/Developer or prospective Buyer/Developer.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Buyer/Developers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Buyer/Developer agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Buyer/Developer for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Buyer/Developers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Buyer/Developer in responding to the RFP, are entirely the responsibility of the Buyer/Developer, and shall not be reimbursed in any manner by the City.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Buyer/Developer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Buyer/Developer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Buyer/Developer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Buyer/Developer's obligations.
- 13.17 The awarded Buyer/Developer will be the sole point of contract responsibility. The City will look solely to the awarded Buyer/Developer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Buyer/Developer shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Buyer/Developer must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Buyer/Developer has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Buyer/Developer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Buyer/Developer on the grounds of actual or apparent conflict of interest.
- 13.20 Each Buyer/Developer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Buyer/Developer or in which the Buyer/Developer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Buyer/Developer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Buyer/Developer expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Buyer/Developer selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Buyer/Developer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Buyer/Developer's proposal, and the awarded Buyer/Developer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Buyer/Developer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Buyer/Developer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.
- All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.
- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Buyer/Developer shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Buyer/Developer's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Buyer/Developer's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Buyer/Developer, its officers, employees, agents, subcontractors, or anyone under Buyer/Developer's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Buyer/Developer's duty to indemnify, Buyer/Developer shall have a separate and wholly independent duty to defend Indemnified Parties at Buyer/Developer's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Buyer/Developer shall be required for the duty to defend to arise. City shall notify Buyer/Developer of any Claim, shall tender the defense of the Claim to Buyer/Developer, and shall assist Buyer/Developer, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Buyer/Developer's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Buyer/Developer elects to use subcontractors, Buyer/Developer agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Buyer/Developer.

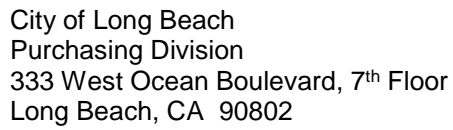
The provisions of this Section shall survive the expiration or termination of this Contract.

Buyer/Developer agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

In all bid specifications, contracts and subcontracts for any such Public Work, Buyer/Developer shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the Buyer/Developer to pay not less than the said prevailing rate of wages to all workers employed by the Buyer/Developer in the execution of this contract. The Buyer/Developer expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."





City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Exhibit 2

Development Impact Fee Notice and Acknowledgement



City of Long Beach
Department of Development Services
 333 West Ocean Blvd., 4th Floor
 Long Beach, CA 90802
 Phone: (562) 570-5237 Fax: (562) 570-6753
 Website: www.lbds.info

Development Impact Fee Notice and Acknowledgement

Project Address: _____ Project Number _____

I, _____, as applicant for a development permit at the stated project address, execute this Notice and Acknowledgement as a condition to the issuance of a permit.

_____ I am aware that I am required to pay the following Development Impact Fees ("DIF") imposed by the City of Long on all new multi-family residential units, new single family dwelling developments, and on **all** commercial developments of more than 3,000 square feet, with certain exceptions as stated in Chapters 18.17, 18.18, 18.22 and 18.23 of the Long Beach Municipal Code.

☐ Transportation Improvement
 ☐ Park & Recreation Facilities
 ☐ Police Facilities
 ☐ Fire Facilities

_____ I am aware that the DIF must be paid **prior** to issuance of the Certificate of Occupancy, Temporary Certificate of Occupancy, or final inspection, whichever comes first, as stated in the Long Beach Municipal Code Sections 18.17.050, 18.18.040, 18.22.080, and 18.23.080. Furthermore, I am aware that payment must be made either in cash or cashier's check only.

Pursuant to the provisions of Sections 18.17.070, 18.18.060, 18.22.070 and/or 18.23.070. the applicable DIF are calculated as follow:

RESIDENTIAL:

Transportation Improvement	Park and Recreation Facilities	Police Facilities	Fire Facilities
<u>Citywide</u> \$1,125.00 x _____ dwelling units = _____	<u>Single Family or Duplex</u> \$4,613.04 x _____ dwelling units = _____	<u>Single Family</u> \$703.00 x _____ dwelling units = _____	<u>Single Family</u> \$496.00 x _____ dwelling units = _____
<u>Accessory up to 220 sq ft</u> \$236.25 x _____ dwelling units = _____	<u>Multi Family or Dwelling (3 or more)</u> \$3,562.78 x _____ dwelling units = _____	<u>Multi Family Dwelling (2 or more)</u> \$537.00 x _____ dwelling units = _____	<u>Multi Family Dwelling (2 or more)</u> \$378.00 x _____ dwelling units = _____
<u>Secondary up to 640 sq ft</u> \$663.75 x _____ dwelling units = _____	<u>Manufactured Housing/Mobile Home</u> \$2,619.63 x _____ dwelling units = _____		

RESIDENTIAL (cont):

Transportation Improvement	Park and Recreation Facilities	Police Facilities	Fire Facilities
<u>Senior Citizen</u> \$663.75 x _____ dwelling units = _____	<u>Loft/Studio</u> \$1,781.39 x _____ dwelling units = _____		

RESIDENTIAL TOTAL = _____**COMMERCIAL:**

Transportation Improvement - Citywide	Transportation Improvement - Downtown	Police Facilities	Fire Facilities
<u>Citywide - Office</u> \$2.00 x _____ sq ft = _____	<u>Downtown - Office</u> \$3.00 x _____ sq ft = _____	<u>Commercial – All Others</u> \$0.442 x _____ sq ft = _____	<u>Commercial – All Others</u> \$0.267 x _____ sq ft = _____
<u>Citywide - Retail</u> \$3.00 x _____ sq ft = _____	<u>Downtown – Retail</u> \$4.50 x _____ sq ft = _____	<u>Commercial - Office</u> \$0.538 x _____ dwelling units = _____	<u>Commercial - Office</u> \$0.325 x _____ sq ft = _____
<u>Citywide Hotel</u> \$750.00 x _____ guest rooms = _____	<u>Downtown - Hotel</u> \$1,125.00 x _____ guest rooms = _____	<u>Industrial</u> \$0.218 x _____ sq ft = _____	<u>Industrial</u> \$0.132 x _____ sq ft = _____
<u>Citywide - Movie</u> \$140.00 x _____ seats = _____	<u>Downtown - Movie</u> \$90.00 x _____ seats = _____		
<u>Citywide – Industrial</u> \$1.10 x _____ sq ft = _____			
<u>Citywide – Warehouse</u> \$1.10 x _____ sq ft = _____			

Citywide – Self Storage
Facility

0.29 x _____

sq ft = _____

COMMERCIAL TOTAL = _____

GRAND TOTAL (Residential + Commercial) = _____

Please be advised that the 90-day appeal period to protest any fees, dedications, reservations or other exactions will begin from the issued date as indicated on the building permit that describes the fees, dedications, reservations and/or other exactions. Please note that the DIF are based on rates currently in effect at the time of permit issuance. Your liability may change should the City Council amend the fee schedule prior to payment.

_____/_____/_____
(Print Name of Owner) (Address) (Phone Number)

_____/_____/_____
(Print Name of Authorized Agent) (Title) (Phone Number)

_____/_____
(Signature of Owner or Authorized Agent) (Date)

Payment must be made in either cash or cashiers check only.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment A

**CERTIFICATION OF COMPLIANCE WITH
TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions **MUST** be documented.

SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment B

PRO-FORMA AGREEMENT

(Not applicable)



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized signature and date

Print Name & Title



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Business/Contractor/Agency

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

r20141001



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Buyer/Developers who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Buyer/Developers should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment F

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/Buyer/Developers must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.kepler.sos.ca.gov/

The screenshot shows the California Secretary of State's Business Search website. The browser address bar displays "http://kepler.sos.ca.gov/". The website header includes the California Secretary of State's name, Alex Padilla, and a navigation menu with links to "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registries". The "Business Search" section is active, providing instructions on how to search for domestic stock, nonprofit, and foreign corporations. It includes a search form with a text input field for "Entity Name or Number" and a "Search" button. A disclaimer at the bottom states that the tool provides information for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. The disclaimer also notes that the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment G

Equal Benefits Ordinance (EBO) Compliance Form

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. Cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts
Leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that the City has issued them a waiver. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor, which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. ____Yes ____No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ____Yes ____No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
____Yes ____No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
____Yes ____No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? ____Yes ____No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this ____ day of _____, 20__, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802